

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS
(M.G.L. Ch. 30, Sec. 39m)

PROJECT MANUAL:
PUBLIC LIGHTING AND TRAFFIC SIGNAL
REPAIRS, INSTALLATIONS, AND BETTERMENTS
ANNUAL CONTRACT
INVITATION FOR BID #11-90

Bid Opening Date: June 10, 2011 at 10:00 a.m.

MAY 2011
Setti D. Warren, Mayor

CITY OF NEWTON
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TRAFFIC SIGNAL MAINTENANCE
ANNUAL CONTRACT

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**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID#11-90**

The City of Newton invites sealed bids from Contractors for

ANNUAL - PUBLIC LIGHTING AND TRAFFIC SIGNAL REPAIRS, INSTALLATIONS, AND BETTERMENTS

Bids will be received until: 10:00 a.m., June 10, 2011

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

The work of this contract includes repairs, installations, and betterments for the City's streetlights, traffic signals and traffic control equipment and such alterations as may from time to time be directed by the Commissioner of Public Works or his/her designee(s).

Contract Documents will be available on line at: www.ci.newton.ma.us/bids or for pickup at the Purchasing Department after **10:00 a.m., May 26, 2011**. There will be no charge for contract documents, but you must be a **Mass Highway Prequalified Contractor**.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. **All bids shall be submitted as one ORIGINAL and one COPY.**

The term of this contract shall extend from **July 1, 2011 through June 30, 2012**. The City shall have the option, at its sole discretion, to renew this contract for two additional one year terms. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1. Award will be made to the lowest bidder that is deemed responsible and eligible.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

The contractor shall comply with trench excavation safety permit requirements (520 CMR 14.00). The contractor shall obtain a trench excavation safety permit from the Engineering Division of the Public Works Department prior to performing any trench excavations that exceed three (3) feet in depth. The associated permit fee shall be waived for all work completed under this contract.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 19, 1999, which is hereby incorporated into the Contract Documents.

The City of Newton's Purchasing Dept. will **convert to an email notification system of all upcoming public bids effective July 1, 2009**. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Rositha Durham
Chief Procurement Officer
May 26, 2011

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, June 3, 2011 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #11-90**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific

affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program contained in the Project Manual. (see Attachment C to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- ❖ GENERAL BID FOR:
 - ❖ NAME OF PROJECT AND INVITATION NUMBER
 - ❖ BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.8 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.10 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT

BID FORM #11-90

**PUBLIC LIGHTING AND TRAFFIC SIGNAL REPAIRS, INSTALLATIONS, AND
BETTERMENTS - ANNUAL CONTRACT**

A. The undersigned certifies that s/he has read, understands and will comply with all terms, conditions and requirements contained herein and applicable to this bid and all ensuing contracts.

B. This bid includes the following addenda: _____, _____, _____, _____, _____

C. The proposed contract price is:

	Electrician	Laborer	Total
Fiscal Year 12	\$ _____	\$ _____	\$ _____
Fiscal Year 13	\$ _____	\$ _____	\$ _____
Fiscal Year 14	\$ _____	\$ _____	\$ _____
Line Items 1-30			\$ _____

Total Contract Price: \$ _____
(Totals must match the Item Sheet totals attached)

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ A five percent (5%) bid deposit/bid guarantee
- ☐ Two or more IMSA Traffic Level 2 or 3 certifications
- ☐ Bid Item Sheets, 7 pages
- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications and References Form, 2 pages

- E.** The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton and each in the sum not less than 50% of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 149.

The undersigned hereby certifies that it intends to comply with the City of Newton Minority/Women Business Enterprise Plan and Supplemental Equal Opportunity Anti-Discrimination and Affirmative Action Program, contained in the Project Manual.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

METHOD OF PAYMENT AND PROPOSAL

For the purpose of determining the low bidder, the City has estimated annual quantities for those items requiring unit prices. The quantities are listed beside each item and the low bidder will be determined by the computations shown on the bid proposal. For all materials not listed as unit items, the contractor shall bill the City at contractor's cost (at no cost to the City Item # 2 only). The City may request original copies of the contractor invoices at any time to confirm said costs.

FISCAL YEAR 2012

Labor for service call work shall be billed at the unit hourly rates below:

A. **Hourly rate per Electrician** \$ _____ X 3,500 Hrs = \$ _____

B. **Hourly rate per Laborer** \$ _____ X 700 Hrs = \$ _____

Total Labor Rates for FY-2012 (Item A&B) \$ _____

FISCAL YEAR 2013

Labor for service call work shall be billed at the unit hourly rates below:

C. **Hourly rate per Electrician** \$ _____ X 3,500 Hrs = \$ _____

D. **Hourly rate per Laborer** \$ _____ X 700 Hrs = \$ _____

Total Labor Rates for FY-2013 (Item C&D) \$ _____

FISCAL YEAR 2014

Labor for service call work shall be billed at the unit hourly rates below:

E. **Hourly rate per Electrician** \$ _____ X 3,500 Hrs = \$ _____

F. **Hourly rate per Laborer** \$ _____ X 700 Hrs = \$ _____

Total Labor Rates for FY-2014 (Item E&F) \$ _____

LABOR BID PRICE FOR FISCAL YEAR 2012+2013+2014 \$ _____

Note: The number of hours listed above is approximate and will be used for bid comparisons only. In no way should the figures be construed to mean that they represent a guarantee of work to be done. The actual work may be less or greater.

(Item Sheets Continued)

The contractor shall insert prices for each item in ink, in both words and figures to show a total bid price. In the event of a discrepancy between the written words and figures, the written words shall govern. In the event of an error in the bidder's total price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total price. The contractor is advised to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices.

Items # 2 through # 30 are supply/deliver costs only; associated labor costs for installation are to be paid separately.

IMPORTANT NOTICE:

This is a three (3) year provisional contract, therefore, the contractor can generally expect to provide approximately one-third (1/3) of the estimated quantities per year for each of the three (3) years, subject to the following conditions: This contract shall be in effect for Fiscal Year 2012 (July 1, 2011 –June 30, 2012) and may be extended on a one-year basis at the option of the City for Fiscal Year 2013 (July 1, 2012 –June 30,2013) and Fiscal Year 2014 (July 1,2013 – June 30,2014). This contract is subject to annual appropriation by the Mayor and Board of Aldermen. Failure by the City to provide the necessary funding will result in cancellation for that fiscal year. Contract extensions are also subject to annual performance review of the contractor.

ITEM DESCRIPTION AND BID PRICE

ESTIMATED 3-YR QUANTITY

COMPUTED TOTALS

ITEM 1: POLICE DETAIL ALLOWANCE (PASS-THROUGH BILL, NO MARK-UP)						
the sum of:						
	<u>FIFTY THOUSAND</u>	dollars				
And	<u>NO</u>	cents				
(\$)	<u>50,000</u>	Per	Allowance	<input type="text" value="N/A"/>	allowance	<input type="text" value="\$ 50,000"/>

ITEM 2: MISCELLANEOUS MATERIALS ALLOWANCE (BILLED AT CONTRACTOR COST)						
the sum of:						
	<u>SEVENTY FIVE THOUSAND</u>	dollars				
And	<u>NO</u>	cents				
(\$)	<u>75,000</u>	Per	Allowance	<input type="text" value="N/A"/>	allowance	<input type="text" value="\$ 75,000"/>

ITEM 3: TRAFFIC SIGNAL POST FOUNDATION (MHD SPEC. SD3.030)						
the sum of:						
		dollars				
And		cents				
(\$)		Per	each	<input type="text" value="15"/>	each	<input type="text" value="\$"/>

ITEM 4: 12 INCH x 12 INCH PULL BOX (MHD SPEC. SD2.031)						
the sum of:						
		dollars				
And		cents				
(\$)		Per	each	<input type="text" value="3"/>	each	<input type="text" value="\$"/>

ITEM DESCRIPTION AND BID PRICE

ESTIMATED 3-YR
QUANTITYCOMPUTED
TOTALS**ITEM 5: TRAFFIC SIGNAL LOOP DETECTOR IN ROADWAY (INCLUDING SAWCUT & SEALANT)**

the sum of:

_____ dollars

And _____ Cents

(\$) _____ Per linear foot linear foot \$ **ITEM 6: TRAFFIC SIGNAL LOOP DETECTOR LEAD-IN WIRE**

the sum of:

_____ dollars

And _____ cents

(\$) _____ Per linear foot linear foot \$ **ITEM 7: TRAFFIC SIGNAL METAL BASE, OCTAGONAL OR SQUARE (COLOR= GREEN)**

the sum of:

_____ dollars

And _____ cents

(\$) _____ Per each each \$ **ITEM 8: TRAFFIC SIGNAL POST (8' OR 10') (COLOR= GREEN)**

the sum of:

_____ Dollars

And _____ Cents

(\$) _____ Per each each \$ **ITEM 9: TRAFFIC SIGNAL TYPE 2 STEEL MAST ARM (35' OR SHORTER) (COLOR= GREEN) NOTE:
PRICE INCLUDES FOUNDATION**

the sum of:

_____ dollars

And _____ cents

(\$) _____ Per each each \$ **ITEM 10: 12" VEHICLE SIGNAL SECTION (COLOR= GREEN)**

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each each \$

ITEM DESCRIPTION AND BID PRICE

ESTIMATED 3-YR
QUANTITYCOMPUTED
TOTALS**ITEM 11: 12" PEDESTRIAN SIGNAL SECTION (COLOR= GREEN) + LED BIMODAL HAND/MAN DISPLAY**
the sum of:

_____	Dollars				
And _____	Cents				
(\$) _____	per	each	<div style="border: 1px solid black; padding: 2px 10px;">20</div>	each	<div style="border: 1px solid black; padding: 2px 10px;">\$</div>

ITEM 12: 16" PEDESTRIAN SIGNAL SECTION (COLOR= GREEN) + LED BIMODAL HAND/MAN DISPLAY
the sum of:

_____	dollars				
And _____	Cents				
(\$) _____	Per	each	<div style="border: 1px solid black; padding: 2px 10px;">20</div>	each	<div style="border: 1px solid black; padding: 2px 10px;">\$</div>

ITEM 13: POST TOP MOUNTING- 1 WAY (COLOR= GREEN)

the sum of:

_____	dollars				
And _____	cents				
(\$) _____	per	each	<div style="border: 1px solid black; padding: 2px 10px;">45</div>	each	<div style="border: 1px solid black; padding: 2px 10px;">\$</div>

ITEM 14: POST TOP MOUNTING- 2 WAY (COLOR= GREEN)

the sum of:

_____	dollars				
And _____	cents				
(\$) _____	per	each	<div style="border: 1px solid black; padding: 2px 10px;">30</div>	each	<div style="border: 1px solid black; padding: 2px 10px;">\$</div>

ITEM 15: PEDESTRIAN PUSH BUTTON WITH SADDLE & SIGN (ALINCO CWS-11 or EQUIVALENT)

the sum of:

_____	dollars				
And _____	cents				
(\$) _____	per	each	<div style="border: 1px solid black; padding: 2px 10px;">50</div>	each	<div style="border: 1px solid black; padding: 2px 10px;">\$</div>

ITEM 16: 12" LED RED ARROW OR CIRCULAR INDICATION

the sum of:

_____	dollars				
And _____	cents				
(\$) _____	per	each	<div style="border: 1px solid black; padding: 2px 10px;">90</div>	each	<div style="border: 1px solid black; padding: 2px 10px;">\$</div>

ITEM DESCRIPTION AND BID PRICE

ESTIMATED 3-YR
QUANTITYCOMPUTED
TOTALS**ITEM 17: 12" LED YELLOW ARROW OR CIRCULAR INDICATION**

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each **90** each

\$ _____

ITEM 18: 12" LED GREEN ARROW OR CIRCULAR INDICATION

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each **90** each

\$ _____

ITEM 19: 12" LED BIMODAL GREEN/YELLOW ARROW INDICATION

the sum of:

_____ dollars

And _____ cents

(\$) _____ Per each **30** each

\$ _____

**ITEM 20: TRAFFIC SIGNAL CONTROLLER CABINET NEMA TS 2 TYPE 2 (SIZE M/P) (EAGLE OR APPROVED EQUIVALENT) (COLOR= GREEN) WITHOUT CONTROLLER, AMPLIFIERS, BIU's or MMU
NOTE: PRICE INCLUDES FOUNDATION**

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each **6** each

\$ _____

ITEM 21: TRAFFIC SIGNAL CONTROLLER NEMA TS 2 TYPE 2 (EPAC 300 SERIES OR APPROVED EQUIVALENT)

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each **6** each

\$ _____

ITEM 22: LOOP DETECTOR AMPLIFIER DUAL CHANNEL SHELF MOUNT

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each **9** each

\$ _____

ITEM DESCRIPTION AND BID PRICE

ESTIMATED 3-YR
QUANTITYCOMPUTED
TOTALS**ITEM 23: LOOP DETECTOR AMPLIFIER DUAL CHANNEL RACK MOUNT**

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each

3

each

\$ _____

ITEM 24: 12 CHANNEL CONFLICT MONITOR NEMA TS 1 /MMU NEMA TS 2

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each

3

each

\$ _____

ITEM 25: BUS INTERFACE UNIT 200 (BIU) NEMA TS 2

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each

12

each

\$ _____

ITEM 26: LOAD SWITCHES NEMA TS 2

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each

60

each

\$ _____

ITEM 27: SCHOOL FLASHER ASSEMBLY (WITHOUT TIME CLOCK)

the sum of:

_____ dollars

And _____ cents

(\$) _____ per Each

9

each

\$ _____

ITEM 28: SCHOOL FLASHER TIME CLOCK (AP-21 OR APPROVED EQUIVALENT)

the sum of:

_____ dollars

And _____ cents

(\$) _____ per each

6

each

\$ _____

ITEM DESCRIPTION AND BID PRICE

ESTIMATED 3-YR
QUANTITYCOMPUTED
TOTALS**ITEM 29: STREETLIGHT 22' CONCRETE POLE WITH FLANGE BASE (STRESSCRETE P238-BPO-G-MOO C/W FC, OR APPROVED EQUIVALENT)**

the sum of:

	_____	dollars			
And	_____	cents			
(\$)	_____	per	each	<div>24</div>	each
					<div>\$</div>

ITEM 30: STREETLIGHT 22' CONCRETE POLE PRECAST FOUNDATION, 18 INCH X 18 INCH X 48 INCH

the sum of:

	_____	dollars			
And	_____	cents			
(\$)	_____	per	each	<div>24</div>	each
					<div>\$</div>

TOTAL MATERIALS COST (ITEMS 1 – 30)**\$***Total Cost for all Line Items (1-30) must be placed in paragraph "C" of the Bid Form.***Items # 2 through # 30 are supply/deliver costs only; associated labor costs for installation are to be paid separately.****END OF SECTION**

**DEPARTMENT OF PUBLIC WORKS
CITY OF NEWTON, MASSACHUSETTS**

**SPECIFICATIONS FOR
PUBLIC LIGHTING AND TRAFFIC SIGNAL REPAIRS, INSTALLATIONS, AND BETTERMENTS**

A. SCOPE OF WORK

This contract will be comprised of repairs, installations, and betterments of City-owned streetlights, specialty lights, floodlights, traffic signals and traffic control equipment, including underground service conduits, on an on-call time/materials basis. Modifications or capital improvements to any existing or new locations may also be performed, as directed by the Commissioner of Public Works or his/her designee(s) under this contract.

The scope of capital improvements shall include but not be limited to: signal equipment upgrades, installation of pedestrian warning signals or school zone flashers, installation of emergency vehicle pre-emption equipment, installation of accessible pushbuttons or countdown signals, installation of signal communications equipment, modifications to signal equipment locations and/or operations, and the addition, relocation, or removal of City owned streetlights. The labor costs associated with these projects shall be billed according to the contract rates established for electricians and laborers and all materials shall be billed according to contract unit items # 1 through # 30. The City of Newton currently owns approximately 8,400 streetlights, 300 specialty lights, 50 floodlights, 93 traffic signal-controlled intersections, 36 flashing school zone signs, 12 flashing beacons, 4 pedestrian-activated warning beacons and 3 radar-controlled speed feedback signs (see Attachment A for locations).

In calendar 2010, the City of Newton initiated approximately 200 traffic signal (95%+) and streetlight (~5%) service calls. Approximately 40 (20 %) of these service requests occurred on a weekday before 7:00 a.m., after 3:00 p.m., or on a weekend or holiday, an average of 3-4 per month. About half of these non-business hour requests (two per month) were for “knockdowns” and the balance were for other types of signal problems. The remaining 85% of calls occurred on weekdays between 7:00 a.m. and 3:00 p.m. or were non-emergency scheduled repairs (e.g., betterments, timing adjustments, detection troubleshooting, etc.) that could be scheduled in advance during regular business hours (see Section D for more information regarding service calls).

The City of Newton owns approximately 1,000 streetlight poles with both overhead and underground feeds. Most of these poles are concrete, and less than 5% are steel, aluminum, or wood poles. The contractor must remove damaged poles on an as-needed basis and return to re-install poles and foundations, generally within two weeks. The contractor shall be responsible for all coordination with NSTAR for any required service disconnects or reconnects. The City experiences 1-2 streetlight pole knockdowns per month, on average. Scheduled streetlight work will be assigned on a weekly basis by the City, and may include pole transfers, relamping, fixture retrofits, or installation of new lights/poles.

Before bidding on this contract, each prospective contractor should examine the environs of the proposed work and become fully acquainted with conditions as they exist. Arrangements must be made with the Commissioner of Public Works or his/her designee(s) prior to opening of any traffic control cabinets. Failure to visit the sites and become acquainted with the specifications and conditions of existing equipment shall in no way relieve the contractor from these obligations with respect to this bid. By submitting a bid, the contractor has agreed to provide any and all service, material and labor necessary for the continuous and proper operation of all traffic control equipment and streetlighting infrastructure to the complete satisfaction of the City.

B. GENERAL QUALIFICATIONS AND REQUIREMENTS

This contract will be awarded to a contractor who is presently and primarily engaged in the business of maintaining and servicing streetlights, traffic signals, and traffic control equipment. The contractor must also be presently providing emergency call service on a regular basis through its maintenance/service department. The contractor will be required to service and maintain the City’s streetlights and traffic signal equipment on a twenty-four (24) hour, seven (7) day a week basis, including holidays.

The contractor shall give personal attention to the faithful prosecution of the work and shall keep the same under his personal control. The contractor will not be permitted either to assign or to underlet the contract nor assign either legally or equitable any moneys hereunder, or its claim thereto. The contractor shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the working area.

A summary of personnel technical qualifications, vehicle and equipment inventory, and a minimum of three (3) recent/current projects relevant to the required work on streetlights, traffic signals, flashing beacons and flashing warning signs must accompany the bid. Using current or recent contracts, the contractor shall demonstrate at least three (3) years of relevant experience maintaining a traffic signal network of 50 signals or more. Bidding contractors must be on the Commonwealth of Massachusetts Highway Department (M.H.D.) approved list for Traffic Signal Maintenance. All bidders must submit a **Mass Highway “Certificate of Approval” attached to the top of their Bid Form**. Bids received without a “Certificate of Approval” will be considered non-responsive.

The contractor shall employ **two (2) or more** licensed electricians with a minimum of two years experience in technical traffic signal work and a current IMSA Level II or III certification. Bidder must provide copies of the IMSA Level II or III with their Bid (see check off list in paragraph D of the Bid Form). Whenever the Chief Procurement Officer or his/her agent notifies the contractor in writing that any person(s) working in his employment is, in her/his opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person(s) shall be discharged from the work and shall not again be employed by the contractor without the consent of the Chief Procurement Officer and Commissioner of Public Works.

The contractor shall designate in writing BOTH a field technician and an office-based project manager to serve as the City’s primary point of contact for all contract matters, including technical issues, billing questions, scheduling, status of ongoing projects, and providing cost estimates for potential projects, etc. The labor hours associated with the above activities shall not be billable, rather, associated costs shall be built into the labor and materials contract rates. Upon request, the project manager shall provide a summary report for all outstanding service calls via email or online on a weekly basis.

C. BILLING REQUIREMENTS

The contractor shall submit monthly invoices within ten (10) business days for each of the following three categories of work:

- On-call traffic signal maintenance work;
- On-call streetlight maintenance work; and
- Other traffic signal or streetlight projects, as authorized by the City, based on alternate funding sources. Separate invoices shall be provided for each project in this category.

For each traffic signal service call, the following information shall be attached to the cover sheet, listed alphabetically by service call location:

- Source of call, problem reported, date, location, and signal number (provided by the City);
- Arrival and departure time (departure time may be determined by arrival time plus hours charged);
- Name or initials of technician who responded;
- Exact location of repair (e.g., ped button on NE corner, green LED on eastbound approach, etc.)
- Signal condition on departure, including any unresolved issues; and any follow-up work suggested (with City authorization) or required (additional parts or assistance needed upon return visit);
- Labor data including the labor hours by category;
- Materials data including quantity, description, cost, and total;
- Technician’s comments; and
- Back-up documentation as applicable (e.g., police details).

Streetlight maintenance monthly invoices shall include a summary of all repair locations, by street address and pole number, materials used by location, and total labor hours.

Invoices shall not be processed for payment until the above information is provided in a format acceptable to the City.

Electronic copies of all invoices and service call reports shall be provided monthly. The City shall not be billed for materials costs prior to completion of installation. Each bill shall contain a cover sheet listing the total monthly invoice for labor, materials per item, materials plus % mark-up (item # 2 only), and police details.

If requested by the City, the contractor shall furnish each signal’s service request history once every six months.

If requested by the City, the contractor shall provide electronic files of digital photographs taken upon on-site arrival of damaged City streetlight poles or traffic signal equipment.

D. SERVICE CALLS

Signal malfunctions, maintenance issues, or knockdowns are generally first received by the Newton Police Department, referred to the Department of Public Works (DPW), and screened by DPW to minimize “no problem found” calls before they are reported to the contractor. The frequency of service calls described in Section A represents the number of screened calls, not the number received by Police. Upon contract execution, the City will provide a list of individuals authorized to initiate service calls. The City shall not be responsible for payment for a contractor’s response to a service call if initiated by a non-authorized individual.

The contractor shall have adequate labor, service trucks, equipment and materials necessary to complete all repairs within the associated response time as described below. All trucks and equipment shall be equipped with flashing lights, strobes, or other devices to alert motorists to the contractor’s presence. All vehicles must be clearly marked with the name of the company on the vehicles operating in the City of Newton. The contractor shall provide at no additional cost to the City, two-way communications between his office and vehicles used in making repairs. The contractor shall have 24 hours a day, 7 days per week emergency telephone answering service and repair service available throughout the term of this contract.

Response times are categorized by the City as **emergency** or **non-emergency** calls. Labor rates in this contract shall not be dependent on type of service call or time when the call is made (e.g., weekday, weekend night, holiday, etc.).

For **emergency** calls, the maximum response time shall be two (2) hours. Emergency calls include knockdowns, controller failure, signal not cycling properly, exposed wires, twisted heads, or signals on flash, etc. If the contractor’s response time exceeds two hours, a penalty of \$100.00 per each additional hour late may be charged. If the contractor response time exceeds eight (8) hours, another contractor will be employed to repair the failed intersection at the expense of the original contractor. The City of Newton shall deduct this amount from the contractor’s billing.

For **non-emergency** calls, the maximum response time shall be 48 hours unless otherwise specified. Non-emergency calls may include school zone flashers, timing adjustments, detector failure, pedestrian lamps out, etc.

In the event the contractor is unable to restore automatic operation in the field, a temporary controller will be supplied at no additional cost to the City of Newton. Controllers and associated equipment shall be serviced and adjusted in accordance with the manufacturer’s service manual. The contractor shall notify the City immediately during normal working hours of any traffic signal location taken out of normal operation for more than 4 hours and placed on flashing operation or left completely out of operation. During evening hours, weekends and holidays, the Newton Police Department shall also be notified. Every effort should be made to keep the intersection in normal or flashing operation. In the event of a power failure, the contractor will be responsible to supply and remove temporary stop signs. The contractor shall restore normal operation in the field once power is restored within 24 hours.

There shall be up to one hour of travel time charge at the appropriate hourly rate(s) for transportation time to/from the service call location. The minimum travel time charge for one service call on a given day shall be one hour at one electrician’s hourly rate. In the event that more than one service call is simultaneously placed or scheduled, the associated charges for subsequent calls shall be based on the technician’s arrival and departure time. All hours shall be charged in half hour increments.

Where more than one man is required, only the first man shall be billed as an electrician. The others shall be billed as laborers except in unusual circumstances. Tools and equipment normal to the trade, which shall include, but not be limited to: bucket trucks, compressors, and crane trucks, shall be provided at no additional cost to the City.

When arriving on-site, the contractor shall immediately set-up a safety work zone in accordance with Federal and State guidelines, and locate all equipment in an effort to protect workers and maintain traffic flow. The contractor is responsible to ensure that all personnel working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect. Safety equipment shall be provided at no additional cost to the City.

During a service call, the technician shall check the following traffic signal equipment for proper operation:

- Cabinet condition, including filter, seal, and foundation bolts;
- Vehicle and pedestrian indications;
- Pedestrian push-buttons;
- Detection; and
- Base covers.

The technician shall make the proper repair while on-site or make the location safe until full restoration and report any outstanding maintenance items, suggestions, or temporary repairs on the service call report.

The contractor shall be responsible for documenting the results of all emergency service calls within two (2) hours of completion of the work. Information shall include: name of technician responding, problem found, description of work performed, status of location upon departure, and any follow-up work required. Acceptable communications methods shall include: email, text message, or via posting on contractor's web site, or approved equivalent. The City shall not be responsible for payment for the labor hours associated with any service call where documentation is not provided within the specified timeframe.

All streetlight and traffic signal repairs shall have a 14-day warranty beginning from the date/time of completion; if the same problem is reported a second time within 14 days following the original service call, the City shall not be responsible for payment for additional service calls within 14 days, unless circumstances, in the sole judgment of the City, provide justification for payment.

Requirements for Non-Emergency Streetlight Service Calls

On a weekly basis, the City shall provide to the contractor a list of streetlights that need repair, listed by street address and pole number. Weekly lists in calendar 2010 averaged approximately 25 locations per week, with generally more than 25 from November to March, and a less than 25 from April to October. The weekly streetlight repair list will be provided to the contractor in electronic format, either via spreadsheet attachment to an email, or via contractor access to the City's online work order system. If the City chooses to have the contractor access the City's online work order system, the contractor shall be responsible for utilizing the City's work order system to provide repair status information.

The contractor shall attempt to repair all streetlights and shall provide electronic documentation (via email or Internet) of the status of all repairs within 5 business days of notification. A separate list shall include all incomplete streetlight work orders and the corresponding explanation, e.g., power issue, not ready for transfer, parts on order, etc. If requested by the City, the contractor shall document their methods of mapping weekly outage locations to demonstrate reasonable efforts to minimize travel time.

To reduce travel time and time spent locating streetlights, the contractor shall utilize the City's GIS streetlight mapping software, which provides a searchable map, based on pole number, street address, or street name. The City will provide a CD or memory stick for loading this application onto the contractor's laptops. The GIS application is a stand-alone program, i.e., no particular operating system or software applications are required. All technicians shall carry laptops or an approved equivalent in their vehicles, such that the City's GIS program can be utilized to expedite repairs.

E. MATERIALS, EQUIPMENT, AND WORKMANSHIP

The contractor shall procure all materials required for maintenance of the traffic control equipment and devices and maintain sufficient stock of streetlight and traffic signal parts inventory to meet all repair timeframes specified above. This material shall be new, unused, and meet all standards and specifications set and approved by the Commonwealth of Massachusetts, Massachusetts Highway Department (approved equipment list dated 12/16/10 or more current version), Institute of Transportation Engineers (ITE) Equipment and Materials Standards, International Municipal Signal Association (IMSA), National Electrical Manufacturers Association (NEMA) and the Manual on Uniform Traffic Control Devices (MUTCD). Copies of the contractor's purchase invoices reflecting actual costs shall be available to the City of Newton as requested.

The contractor may be directed to install City-supplied streetlight or traffic signal equipment and no mark-up to City-supplied materials or charges beyond labor and non-City-supplied materials shall be allowed. The contractor may invoice the City for the labor time associated with picking up material from a location within the City.

All the work under this contract shall be done to the satisfaction of the Commissioner of Public Works or his/her designee(s), who shall in all cases determine the amount, quality, acceptability and fitness of the work performed and materials supplied.

The City of Newton reserves the right to inspect the contractor's operation at any time for the purpose of determining compliance with the specifications and maintenance records, including the time records for service calls. Any work or materials found to be substandard or not in accordance with the provisions outlined in this contract shall be repaired or replaced to the satisfaction of the City at the sole expense of the contractor.

All materials not required or salvageable for use elsewhere in the City, and not required to be removed and stacked, shall become the property of the contractor and shall be removed from the site and legally disposed or recycled. No separate payment will be made for this work, but all costs in connection there with shall be included in the prices bid for various contract items. The

contractor may not dispose of materials within the City unless authorized by the Commissioner of Public Works or his/her designee(s).

For streetlight relamping, the contractor shall use GE brand extended life 31,000 hour high pressure sodium lamps for all available wattages, or an approved equivalent based on an equal or greater mean time to lamp failure.

All contractors are hereby notified of the TRENCH PERMIT pursuant to G.L. c.82A, section 1 and 520 CMR 7.00 et seq (as amended). Please refer to ATTACHMENT - A TRENCH PERMIT. The contractor shall comply with trench excavation safety permit requirements (520 CMR 14.00). The contractor shall obtain a trench excavation safety permit from the Engineering Division of the Public Works Department prior to performing any trench excavations that exceed three (3) feet in depth. The associated permit fee shall be waived for all work completed under this contract.

F. GENERAL NOTES

1. Unless directed otherwise by the City, all traffic signal equipment installed via regular maintenance, minor modifications, or knockdown repair shall meet all current applicable standards, including 12" signal indications and LED lamps. Noting the above, the contractor shall make all reasonable efforts to match the brand, type, and/or appearance of remaining equipment at a given location as typically only a portion of the equipment must be replaced. The contractor is responsible to correct all work that does not meet current standards or is not approved by the City at no expense to the City.

2. The contractor shall perform in-house or engage third-party services for accident recovery. Accident recovery shall require the contractor to recover repair costs associated with traffic signal or streetlight damage from the responsible driver's insurance company. Accident recovery shall be employed under the following conditions:

- Accident recovery must be performed by a Massachusetts Highway Department pre-qualified accident recovery firm;
- The same accident recovery firm shall be used throughout the term of this contract unless permission is granted by the City to select another firm due to unusual circumstances;
- Accident cost recovery shall follow all current procedures established by the Massachusetts Highway Department;
- Accident repair work shall be billed using the labor rates and materials costs established by this contract;
- The contractor shall provide the City with quarterly reports regarding the location, amount, and status of all accident recovery invoices sent to insurance providers;
- The City shall not be responsible for a reduction in contract payments resulting from utilization of a third-party accident recovery firm;
- The City shall be responsible for payment of contractor's knockdown repair costs where the responsible driver was not identified in a police report, was not insured, or was under-insured for the property damage caused, or collections could not be made for reasons beyond the control of the contractor.

3. As necessary, the contractor shall be responsible for all coordination with NSTAR regarding work orders for electric service installations, disconnects, protection of existing overhead wires, etc. All work order payments made to NSTAR will be reimbursed by the City as a pass-through cost with no mark-up.

4. The City of Newton may engage the services of other contractors, vendors, and consultants for the maintenance and modification of equipment located within a traffic signal controller cabinet under the following conditions:

- Work shall not comprise any wiring, cable, communications, or signal equipment work that is physically located outside the traffic signal controller cabinet.
- The City shall notify the contractor in writing regarding any such work by others and the City shall be responsible for the quality of and payment for the work.

5. Whenever the number of streetlight or traffic signal locations is increased or decreased, the Commissioner of Public Works or his representative shall notify the contractor. This notification shall give the location, scope of work, and effective date of change. There shall be no additional compensation considered, or given, for the addition of any traffic signals, flashing beacons, school zone warning devices, streetlights, or any other devices put into service during the life of this contract, nor shall there be any decrease in compensation if the City removes any locations during this contract. The contractor shall be notified by the City when any location is under construction by others (e.g., a roadway reconstruction) and the contractor shall not be responsible for service calls to that location. When the construction is complete and the warranty period (generally 1 year) over, the contractor will be notified by the City that the location is back within the contract scope.

6. The contractor shall, when ordered by the City, check and adjust where necessary, the timing and phasing of traffic signal controllers. The City will furnish the timing and phasing schedule. A written report of the check and adjustments shall be made by the contractor to the City. Any new installations of a minor nature, requested by the City, such as changes in present installations, modifications, or revisions shall be paid for at the applicable contract rates upon the submission of an itemized invoice according to normal City procedures and approved by the City. The contractor must be able to download and upload signal timing data to traffic signal controllers and provide data via electronic file to the City upon request.
7. The contractor shall notify the Commissioner of Public Works or his/her designee(s) in advance of the beginning or resumption of any work previously ordered pertaining to removal, reinstallation or relocation of traffic signal equipment, including inductance loops, due to street construction.
8. The contractor must provide a contact list of all electricians, working foremen, or their equivalent, who will be assigned to service calls in the City of Newton. The list should include name, certifications, and mobile phone number. The contractor is responsible for providing the City with an updated list as necessary.
9. The contractor shall, upon the order of the City, inspect all traffic signal equipment including controllers, bases, posts, heads, mast arms, shafts and the electrical distribution system for proper voltage regulation and grounding. The contractor shall submit a report on the work performed, including date and time and the conditions of equipment on daily service report forms.
10. When a service call is placed for a school zone flasher, the contractor shall always check both flashers on a given street for proper operation and report status of both locations on service call report.
11. The contractor shall completely familiarize themselves with current City policies regarding and/or regulating police details. The contractor is responsible for hiring and payment of police details and will be subsequently reimbursed for the full invoice amount for the City of Newton Police Department charges (or any other applicable Police Department) under Item #1. The original invoice issued by the billing authority must be submitted for payment under this item. In the event police detail requests cannot be completely filled to cover the contractor's scheduled work for any particular day, the contractor shall adjust his work schedule accordingly and not shall not hold the City responsible for any financial loss. The contractor is responsible for canceling police details due to schedule changes.

END OF SECTION

TRAFFIC SIGNALS

Number	GIS ID	Intersection
1	444	BEACON ST & BEETHOVEN AVE & EVELYN ROAD
2	428	BEACON ST & CENTRE ST
3	449	BEACON ST & CHESTNUT ST
4	453	BEACON ST & COLLINS RD & WABAN AVE
5	417	BEACON ST & HAMMOND ST
6	427	BEACON ST & LANGLEY RD & SUMNER ST
7	438	BEACON ST & WALNUT ST
8	689	BROOKLINE ST & OAK HILL ST
9	665	CALIFORNIA ST & BRIDGE ST
10	757	CALIFORNIA ST & JASSET ST
11	767	CALIFORNIA ST & NEVADA ST
13	870	CENTRE ST & BOWEN ST & GIBBS ST
14	860	CENTRE ST & CABOT ST & SARGENT ST
15	2630	CENTRE ST & CENTRE AVE
12	2710	CENTRE ST & & CHARLESBANK & MASSPIKE EXIT 17 WB ON & WASHINGTON ST
16	847	CENTRE ST & CHURCH ST
17	867	CENTRE ST & COMMONWEALTH AVE
18	840	CENTRE ST & JEFFERSON ST & PEARL ST
19	843	CENTRE ST & MASSPIKE EXIT 17 EB ON & PARK ST & ST. JAMES ST & WASH ST
20	889	CENTRE ST & WALNUT ST
21	865	CENTRE ST & WARD ST
22	945	CHERRY ST & DERBY ST
23	951	CHERRY ST & RIVER ST
24	952	CHERRY ST & WEBSTER ST
25	508	CHESTNUT ST & BERKELEY ST & HAMPSHIRE ST
26	998	CHESTNUT ST & ELLIOT ST
27	1000	CHESTNUT ST & OAK ST
28	985	CHESTNUT ST & WOODWARD ST
29	288	COMMONWEALTH AVE & ASH ST
30	323	COMMONWEALTH AVE & AUBURN ST (EAST)
31	324	COMMONWEALTH AVE & AUBURN ST (WEST)
32	977	COMMONWEALTH AVE & CHESTNUT ST
33	2701	COMMONWEALTH AVE near FR HERLIHY DR
34	1115	COMMONWEALTH AVE & GRANT AVE
35	1111	COMMONWEALTH AVE & HAMMOND ST & WACHUSETT RD
36	2624	COMMONWEALTH AVE & HOMER ST & LOWELL AVE
37	1156	COMMONWEALTH AVE & LEXINGTON ST
38	1158	COMMONWEALTH AVE & MELROSE ST
39	1134	COMMONWEALTH AVE & WALNUT ST
40	1150	COMMONWEALTH AVE & WASHINGTON ST
41	1218	CRAFTS ST & NORTH ST
42	695	DEDHAM ST & BROOKLINE ST & CARLSON AVE
43	1309	DEDHAM ST & NAHANTON ST
44	1312	DEDHAM ST near OAK HILL ST
45	1030	ELLIOT ST & CIRCUIT AVE
46	331	GROVE ST & AUBURN ST & CENTRAL ST
47	2709	GROVE ST & RIVERSIDE CENTER
48	1746	HARVARD ST & NEWTONVILLE AVE
49	1886	JACKSON RD & PEARL ST
50	2703	LEXINGTON ST & BURR SCHOOL

Number	GIS ID	Intersection
51	2027	LEXINGTON ST & RIVER ST & RUMFORD AVE
52	2032	LEXINGTON STREET & WOLCOTT ST
53	2073	LOWELL AVE & OTIS ST
54	2704	MIDDLESEX RD & BRIMMER & MAY SCHOOL
55	2180	NAHANTON ST & JCC & WELLS AVE
56	2290	PARK ST & TREMONT ST
57	2307	PARKER ST & WHEELER RD
58	751	WALNUT ST & CABOT ST
59	1524	WALNUT ST & FENNO RD & HOMER ST
60	2037	WALNUT ST & LINCOLN ST
61	2045	WALNUT ST & NEWTON NORTH HS
62	2555	WALNUT ST & WATERTOWN ST
63	1221	WALTHAM ST & CRAFTS ST & HARDING ST
64	2056	WALTHAM ST & LODGE RD
65	170	WASHINGTON ST & ADAMS ST & JACKSON ST & LEWIS TER
66	317	WASHINGTON ST & AUBURN ST
67	385	WASHINGTON ST near BACON ST
68	470	WASHINGTON ST & BEACON ST
69	953	WASHINGTON ST & CHERRY ST & HIGHLAND ST
70	967	WASHINGTON ST & CHESTNUT ST
71	1023	WASHINGTON ST & CHURCH ST
72	1172	WASHINGTON ST & CONCORD ST
73	1208	WASHINGTON ST & CRAFTS ST
74	1456	WASHINGTON ST & ELM ST
75	2706	WASHINGTON ST near GREENOUGH ST
76	2072	WASHINGTON ST & LOWELL AVE
77	2322	WASHINGTON ST & MASSPIKE EXIT 16 EB ON RAMP & PERKINS ST
78	2705	WASHINGTON ST & MASSPIKE EXIT 16 WB OFF RAMP
79	2707	WASHINGTON ST & NEWTON-WELLESLEY HOSPITAL DRIVEWAY
80	2316	WASHINGTON ST near PEABODY ST
81	2368	WASHINGTON ST & PROSPECT ST
82	2556	WASHINGTON ST & WALNUT ST
83	2564	WASHINGTON ST & WALTHAM ST & WATERTOWN ST
84	2708	WASHINGTON ST & WOODLAND MBTA DRIVEWAY
85	160	WATERTOWN ST & ADAMS ST
86	197	WATERTOWN ST & ALBERMARLE RD & BROOKSIDE AVE
87	783	WATERTOWN ST & CAPITAL ST
88	901	WATERTOWN ST & CHAPEL ST
89	1214	WATERTOWN ST & CRAFTS ST & LOWELL AVE
90	1414	WATERTOWN ST & EDINBORO ST & PAGE RD & WALKER ST
91	1507	WAVERLEY AVE & FARLOW RD & KENRICK ST & SARGENT ST
92	2494	WAVERLEY AVE & STUART RD & WARD ST
93	2514	WAVERLEY AVE & TREMONT ST

**Attachment A
(Continued)**

SCHOOL ZONE FLASHING SIGNS

Number	School	Street
1	Angier	Beacon Street
2	Bigelow MS/Underwood	Park/Tremont
3	Bigelow MS/Underwood	Eldredge Street
4	Bowen	Cypress Street
5	Brimmer-May (private)	Middlesex Road
6	Brown/Oak Hill MS	Wheeler/Meadowbrook
7	Burr	Pine Street
8	Cabot	Cabot Street
9	Carr	Nevada
10	Countryside	Dedham Street
11	Franklin	Derby Street
12	Lincoln-Eliot	Pearl Street*
13	Mason Rice	Pleasant Street
14	Memorial-Spaulding	Brookline Street
15	Mt. Alvernia (private)	Centre Street
16	Peirce	Temple Street
17	Williams	Grove Street*
18	Zervas	Beethoven Avenue

* Location of radar speed feedback signs.

FLASHING TRAFFIC BEACONS

Number	GIS ID	Intersection	Signal Type
1	914	CHARLESBANK RD & ST JAMES ST	Yellow Flasher
2	1149	COMMONWEALTH AVE & FULLER RD	Yellow Flasher
3	1151	COMMONWEALTH AVE & WINDEMERE RD	Yellow Flasher
4	2241	COMMONWEALTH AVE & OAKLAND ST	Yellow Flasher
5	2318	THORTON ST & PEARL ST	Red/Yellow Flash
6	2375	WASHINGTON ST & PUTNAM ST	Red/Yellow Flash
7	2463	WASHINGTON ST & SHAW ST	Red/Yellow Flash
8	2510	WASHINGTON ST & THORTON ST & CENTRE ST	Yellow Flasher
9	2039	WOODWARD ST & LINCOLN ST	Red Flasher
10	1455	WEBSTER ST & ELM RD	Red Flasher
11	424	BEACON & GRANT	Red/Yellow Flash
12	1672	WOODLAND RD & GROVE ST	Red Flasher

PEDESTRIAN ACTIVATED WARNING BEACONS

Number	GIS ID	Intersection
1	926	CRAFTS ST & LINWOOD AVE
2	1568	WAVERLEY AVE & FRANKLIN ST
3	1551	WAVERLEY AVE & ARLINGTON ST
4	521	LANGLEY RD & LANGLEY PATH

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

PUBLIC LIGHTING AND TRAFFIC SIGNAL REPAIRS, INSTALLATIONS, AND BETTERMENTS ANNUAL CONTRACT

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #11-90 issued by the Purchasing Department;
- c. The Project Manual for Public Lighting and Traffic Signal Repairs, Installations, and Betterments, Annual Contract including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) N/A;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this contract shall extend from **July 1, 2011 through June 30, 2012 and shall not exceed the amount noted in Article VI.** of this agreement for each fiscal year. The City shall have the option, at its sole discretion, to renew this contract for two additional one year terms. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the City of Newton Public Works Department specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law. **It is understood that payments under this contract shall not exceed \$_____ annually, unless the contract amount is increased by an authorized change order executed by the parties.**
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number
0140108-52404

I further certify that the Mayor, or his designee,
is authorized to execute contracts and
approve change orders

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and
Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 20____, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.
- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by

virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$500,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall, during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. DEFINITIONS:

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate! SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
-
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's' certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit: to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
 - (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
 - (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
 - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,
 - (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
 - (e) Period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions: (h) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

_____ Certifies that:

Contractor's Name _____

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification	Effective Dates and Total Rates								
Construction									
(2 AXLE) DRIVER - EQUIPMENT	12/01/2010	\$45,370	06/01/2011	\$45,770	08/01/2011	\$46,120			
	12/01/2011	\$46,780	06/01/2012	\$47,080	08/01/2012	\$47,430			
	12/01/2012	\$48,460							
(3 AXLE) DRIVER - EQUIPMENT	12/01/2010	\$45,440	06/01/2011	\$45,840	08/01/2011	\$46,190			
	12/01/2011	\$46,850	06/01/2012	\$47,150	08/01/2012	\$47,500			
	12/01/2012	\$48,530							
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2010	\$45,560	06/01/2011	\$45,960	08/01/2011	\$46,310			
	12/01/2011	\$46,970	06/01/2012	\$47,270	08/01/2012	\$47,620			
	12/01/2012	\$48,650							
ADS/SUBMERSIBLE PILOT	08/01/2010	\$103,680	08/01/2011	\$107,800					
AIR TRACK OPERATOR	12/01/2010	\$49,850	06/01/2011	\$50,850	12/01/2011	\$52,100			
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40,250							
ASPHALT RAKER	12/01/2010	\$49,350	06/01/2011	\$50,350	12/01/2011	\$51,600			
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2010	\$60,980							
BACKHOE/FRONT-END LOADER	12/01/2010	\$60,980							
BARCO-TYPE JUMPING TAMPER	12/01/2010	\$49,350	06/01/2011	\$50,350	12/01/2011	\$51,600			
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2010	\$49,850	06/01/2011	\$50,850	12/01/2011	\$52,100			
BOILER MAKER	01/01/2010	\$55,850							
APPRENTICE: BOILERMAKER - Local 29									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:									
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97									
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2011	\$70,900	08/01/2011	\$73,000	02/01/2012	\$73,990			
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton									
Ratio	Step	1	2	3	4	5			
1:5	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1\$48.30/2\$52.82/3\$57.34/4\$61.86/5\$66.38									
BULLDOZER/GRADER/SCRAPER	12/01/2010	\$60,630							
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2010	\$50,250	06/01/2011	\$51,250	12/01/2011	\$52,500			
CAISSON & UNDERPINNING LABORER	12/01/2010	\$49,100	06/01/2011	\$50,100	12/01/2011	\$51,350			
CAISSON & UNDERPINNING TOP MAN	12/01/2010	\$49,100	06/01/2011	\$50,100	12/01/2011	\$51,350			
CARBIDE CORE DRILL OPERATOR	12/01/2010	\$49,350	06/01/2011	\$50,350	12/01/2011	\$51,600			
CARPENTER	03/01/2011	\$56,230	09/01/2011	\$57,360	03/01/2012	\$58,480			

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 05/19/2011

Wage Request Number: 20110518-044

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: CARPENTER - Zone 2 Eastern MA											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$26.27/2\$29.47/3\$41.91/4\$43.51/5\$46.68/6\$46.68/7\$51.46/8\$50.87											
CEMENT MASONRY/PLASTERING						02/01/2011	\$69.150	08/01/2011	\$70.770	02/01/2012	\$71.540
CHAIN SAW OPERATOR						12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES						12/01/2010	\$61.980				
COMPRESSOR OPERATOR						12/01/2010	\$49.690				
DELEADER (BRIDGE)						01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410
						07/01/2012	\$67.410	01/01/2013	\$68.410		
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$29.31/2\$36.86/3\$39.01/4\$41.16/5\$51.51/6\$53.66/7\$55.81/8\$60.11											
DEMO: ADZEMAN						12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
DEMO: BACKHOE/LOADER/HAMMER OPERATOR						12/01/2010	\$50.100	06/01/2011	\$51.100	12/01/2011	\$52.350
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1\$37.48/2\$40.64/3\$43.79/4\$46.95											
DEMO: BURNERS						12/01/2010	\$49.850	06/01/2011	\$50.850	12/01/2011	\$52.100
APPRENTICE: LABORER Demo Burners											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice Wages shall be no less than the following:											
Step 1\$37.33/2\$40.46/3\$43.59/4\$46.72											
DEMO: CONCRETE CUTTER/SAWYER						12/01/2010	\$50.100	06/01/2011	\$51.100	12/01/2011	\$52.350
DEMO: JACKHAMMER OPERATOR						12/01/2010	\$49.850	06/01/2011	\$50.850	12/01/2011	\$52.100
DEMO: WRECKING LABORER						12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
APPRENTICE: LABORER Demo Wrecking Laborer											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1\$36.88/2\$39.94/3\$42.99/4\$46.05											
DIRECTIONAL DRILL MACHINE OPERATOR						12/01/2010	\$60.630				
DIVER						08/01/2010	\$77.520	08/01/2011	\$80.270		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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DEVAL L. PATRICK
Governor
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification	Effective Dates and Total Rates										
DIVER TENDER	08/01/2010	\$62,570	08/01/2011	\$65,320							
DIVER TENDER (EFFLUENT)	08/01/2010	\$81,250	08/01/2011	\$85,380							
DIVER/SLURRY (EFFLUENT)	08/01/2010	\$103,680	08/01/2011	\$107,800							
ELECTRICIAN	03/01/2011	\$68,290									
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80					
1537.38/2537.38/3544.81/4544.81/5546.95/6549.08/7551.22/8553.35/9555.49/10557.62											
ELEVATOR CONSTRUCTOR	01/01/2011	\$66,690	01/01/2012	\$68,190							
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	65.00	70.00	80.00					
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year					
Step 1534.26/2543.76/3548.86/4551.41/5556.50											
ELEVATOR CONSTRUCTOR HELPER	01/01/2011	\$52,830	01/01/2012	\$54,330							
FENCE & GUARD RAIL ERECTOR	12/01/2010	\$49,350	06/01/2011	\$50,350	12/01/2011	\$51,600					
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	05/01/2011	\$59,380									
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	05/01/2011	\$42,930									
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	05/01/2011	\$60,770									
FIRE ALARM INSTALLER	03/01/2011	\$68,290									
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	03/01/2011	\$56,300									
FIREMAN (ASST. ENGINEER)	12/01/2010	\$54,840									
FLAGGER & SIGNALER	12/01/2010	\$38,050	06/01/2011	\$39,050	12/01/2011	\$39,050					
FLOORCOVERER	03/01/2011	\$61,110	09/01/2011	\$62,360	03/01/2012	\$63,610					
APPRENTICE: FLOORCOVERER - Local 2168 Zone I											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Apprentice rates shall be no less than the following:						Steps are 750 hrs.					
Step 1528.38/2530.17/3541.41/4543.20/5546.78/6548.57/7552.15/8553.95											
FORK LIFT/CHERRY PICKER	12/01/2010	\$60,980									
GENERATOR/LIGHTING PLANT/HEATERS	12/01/2010	\$49,690									
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2011	\$53,910	07/01/2011	\$54,910	01/01/2012	\$55,910					
	07/01/2012	\$56,910	01/01/2013	\$57,910							

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Governor
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: GLAZIER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1524.06/2531.08/3532.71/4534.33/5544.16/6545.78/7547.41/8550.66											
HOISTING ENGINEER/CRANES/GRADALLS						12/01/2010	\$60.980				
APPRENTICE: HOIST/PORT. ENG. - Local 4											
Ratio	Step	1	2	3	4	5	6	7	8		
1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1531.33/2545.47/3547.41/4549.35/5551.29/6553.22/7555.16/8557.10											
HVAC (DUCTWORK)						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
HVAC (ELECTRICAL CONTROLS)						03/01/2011	\$68.290				
HVAC (TESTING AND BALANCING - AIR)						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
HVAC (TESTING AND BALANCING - WATER)						09/01/2010	\$68.730				
HVAC MECHANIC						09/01/2010	\$68.730				
HYDRAULIC DRILLS						12/01/2010	\$49.850	06/01/2011	\$50.850	12/01/2011	\$52.100.
INSULATOR (PIPES & TANKS)						09/01/2010	\$61.660				
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston											
Ratio	Step	1	2	3	4						
1:4	%	50.00	60.00	70.00	80.00						
Apprentice wages shall be no less than the following:						Steps are 1 year					
Step 1537.34/2542.20/3547.07/4551.93											
IRONWORKER/WELDER						03/16/2010	\$60.940				
APPRENTICE: IRONWORKER - Local 7 Boston											
Ratio	Step	1	2	3	4	5	6				
**	%	60.00	70.00	75.00	80.00	85.00	90.00				
Apprentice wages shall be no less than the following:						** Structural 1:6; Ornamental 1:4					
Step 1546.82/2550.35/3552.12/4553.88/5555.65/6557.41											
JACKHAMMER & PAVING BREAKER OPERATOR						12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
LABORER						12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
APPRENTICE: LABORER - Zone 1											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1536.88/2539.94/3542.99/4546.05											
LABORER: CARPENTER TENDER						12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350

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Governor
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
LABORER: CEMENT FINISHER TENDER	12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
LABORER: MASON TENDER	12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
LABORER: MULTI-TRADE TENDER	12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
LABORER: TREE REMOVER	12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR	12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
MARBLE & TILE FINISHERS	03/01/2011	\$59.270	08/01/2011	\$60.950	02/01/2012	\$61.740
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile						
Ratio Step	1	2	3	4	5	
1:3 %	50.00	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following: Steps are 800 hrs.						
Step 1\$41.98/2\$45.43/3\$48.89/4\$52.35/5\$55.81						
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	03/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Ratio Step	1	2	3	4	5	
1:3 %	50.00	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1\$48.32/2\$52.84/3\$57.37/4\$61.89/5\$66.42						
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2010	\$29.590	07/01/2011	\$30.290		
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2010	\$60.630				
MECHANICS MAINTENANCE	12/01/2010	\$60.630				
MILLWRIGHT (Zone 1)	04/01/2011	\$57.850				
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1						
Ratio Step	1	2	3	4	5	6
1:5 %	50.00	55.00	60.00	65.00	70.00	75.00
						80.00
						85.00
Apprentice wages shall be no less than the following:						
Step 1\$37.10/2\$38.77/3\$42.04/4\$43.72/5\$46.19/6\$47.87/7\$50.35/8\$50.02						
MORTAR MIXER	12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2010	\$43.170				
OILER (TRUCK CRANES, GRADALLS)	12/01/2010	\$46.330				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2010	\$60.630				
Painter (BRIDGES/TANKS)	01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410
	07/01/2012	\$67.410	01/01/2013	\$68.410		

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TIMOTHY P. MURRAY
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1529.31/2536.86/3539.01/4541.16/5551.51/6553.66/7555.81/8560.11											
PAINTER (SPRAY OR SANDBLAST, NEW) *						01/01/2011	\$55.310	07/01/2011	\$56.310	01/01/2012	\$57.310
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.						07/01/2012	\$58.310	01/01/2013	\$59.310		
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1524.76/2531.85/3533.55/4535.24/5545.14/6546.83/7548.53/8551.92											
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2011	\$53.370	07/01/2011	\$54.370	01/01/2012	\$55.370
						07/01/2012	\$56.370	01/01/2013	\$57.370		
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1523.79/2530.78/3532.38/4533.98/5543.78/6545.38/7546.98/8550.17											
PAINTER (TRAFFIC MARKINGS)						12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
PAINTER / TAPER (BRUSH, NEW) *						01/01/2011	\$53.910	07/01/2011	\$54.910	01/01/2012	\$55.910
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.						07/01/2012	\$56.910	01/01/2013	\$57.910		
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1524.06/2531.08/3532.71/4534.33/5544.16/6545.78/7547.41/8550.66											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2011	\$51.970	07/01/2011	\$52.970	01/01/2012	\$53.970
						07/01/2012	\$54.970	01/01/2013	\$55.970		
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1523.09/2530.01/3531.54/4533.07/5542.80/6544.33/7545.86/8548.91											
PANEL & PICKUP TRUCKS DRIVER						12/01/2010	\$45.200	06/01/2011	\$45.600	08/01/2011	\$45.950
						12/01/2011	\$46.610	06/01/2012	\$46.910	08/01/2012	\$47.260
						12/01/2012	\$48.290				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2010	\$62.570	08/01/2011	\$65.320		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
PILE DRIVER		08/01/2010	\$62,570	08/01/2011	\$65,320						
APPRENTICE: PILE DRIVER - Local 56 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:											
Step 1\$47.62/2\$49.49/3\$51.36/4\$53.23/5\$55.10/6\$56.96/7\$58.83/8\$60.70											
PIPEFITTER & STEAMFITTER		09/01/2010	\$68,730								
APPRENTICE: PIPEFITTER - Local 537											
Ratio	Step	1	2	3	4	5					
**	%	40.00	45.00	60.00	70.00	80.00					
Apprentice Rates-Step1\$33.44/2\$43.38/3\$50.29/4\$54.90/5\$59.51						** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.					
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)											
PIPELAYER		12/01/2010	\$49,350	06/01/2011	\$50,350	12/01/2011	\$51,600				
PLUMBERS & GASFITTERS		03/01/2011	\$67,500	09/01/2011	\$68,250	03/01/2012	\$69,050				
		09/01/2012	\$70,300	03/01/2013	\$71,550						
APPRENTICE: PLUMBER - Local 12											
Ratio	Step	1	2	3	4	5					
**	%	35.00	40.00	55.00	65.00	75.00					
Apprentice wages shall be no less than the following:						** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr					
Step 1\$30.01/2\$32.89/3\$41.54/4\$47.31/4wlic\$50.20/5\$53.09/5wlic\$55.98											
PNEUMATIC CONTROLS (TEMP.)		09/01/2010	\$68,730								
PNEUMATIC DRILL/TOOL OPERATOR		12/01/2010	\$49,350	06/01/2011	\$50,350	12/01/2011	\$51,600				
POWDERMAN & BLASTER		12/01/2010	\$50,100	06/01/2011	\$51,100	12/01/2011	\$52,350				
POWER SHOVEL/DERRICK/TRENCHING MACHINE		12/01/2010	\$60,980								
PUMP OPERATOR (CONCRETE)		12/01/2010	\$60,980								
PUMP OPERATOR (DEWATERING, OTHER)		12/01/2010	\$49,690								
READY-MIX CONCRETE DRIVER		05/01/2011	\$41,690								
RECLAIMERS		12/01/2010	\$60,630								
RESIDENTIAL WOOD FRAME (All Other Work)		04/01/2011	\$48,420								
RESIDENTIAL WOOD FRAME CARPENTER **		04/01/2011	\$36,810	** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.							
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	60.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$20.88/2\$27.11/3\$28.33/4\$29.54/5\$30.75/6\$31.96/7\$33.17/8\$34.39											
RIDE-ON MOTORIZED BUGGY OPERATOR		12/01/2010	\$49,350	06/01/2011	\$50,350	12/01/2011	\$51,600				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
ROLLER/SPREADER/MULCHING MACHINE	12/01/2010	\$60.630				
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg)	02/01/2011	\$54.860	08/01/2011	\$55.860	02/01/2012	\$56.860
	08/01/2012	\$57.860	02/01/2013	\$58.860		
APPRENTICE: ROOFER - Local 33						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1						
Apprentice rates no less than: Step 1\$30.41/2\$40.64/3\$42.41/4\$45.97/5\$49.53						
ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2011	\$55.110	08/01/2011	\$56.110	02/01/2012	\$57.110
	08/01/2012	\$58.110	02/01/2013	\$59.110		
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00
Apprentices wages shall be paid no less than the following:						
Step 1\$30.54/2\$40.79/3\$42.58/4\$46.16/5\$49.74						
SHEETMETAL WORKER	02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
	08/01/2012	\$68.920	02/01/2013	\$70.170		
APPRENTICE: SHEET METAL WORKER - Local 17-A						
Ratio	Step	1	2	3	4	5
1:4	%	40.00	45.00	50.00	60.00	65.00
Apprentice wages shall be no less than the following:						
Step 1\$28.86/2\$34.49/3\$37.38/4\$42.38/5\$45.01/6\$50.27/7\$55.03						
SIGN ERECTOR	06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	60.00	65.00	70.00
Apprentice wages shall be no less than the following:						
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2010	\$45.660	06/01/2011	\$46.060	08/01/2011	\$46.410
	12/01/2011	\$47.070	06/01/2012	\$47.370	08/01/2012	\$47.720
	12/01/2012	\$48.750				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2010	\$45.950	06/01/2011	\$46.350	08/01/2011	\$46.700
	12/01/2011	\$47.360	06/01/2012	\$47.660	08/01/2012	\$48.010
	12/01/2012	\$49.040				
SPRINKLER FITTER	01/01/2011	\$70.550	09/01/2011	\$71.350	01/01/2012	\$71.500
	03/01/2012	\$72.250	09/01/2012	\$73.250	01/01/2013	\$73.400
	03/01/2013	\$74.400				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:											
1536.20/2538.75/341.30/4543.85/5546.40/6548.95/7551.50/8554.05/9556.60/10559.15											
TEAM BOILER OPERATOR						12/01/2010	\$60.630				
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2010	\$60.630				
TELECOMMUNICATION TECHNICIAN						03/01/2011	\$56.300				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
Apprentice wages shall be no less than the following:											
Step 1537.09/2538.69/3540.30/4541.89/5543.49/6545.10/7548.30/8549.90											
TERRAZZO FINISHERS						03/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile											
Ratio	Step	1	2	3	4	5					
1:3	%	50.00	60.00	70.00	80.00	90.00					
Apprentice wages shall be no less than the following:											
Step 1547.77/2552.18/3556.60/4561.01/5565.43											
TEST BORING DRILLER						12/01/2010	\$50.500	06/01/2011	\$51.500	12/01/2011	\$52.750
TEST BORING DRILLER HELPER						12/01/2010	\$49.220	06/01/2011	\$50.220	12/01/2011	\$51.470
TEST BORING LABORER						12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
TRACTORS/PORTABLE STEAM GENERATORS						12/01/2010	\$60.630				
TRAILERS FOR EARTH MOVING EQUIPMENT						12/01/2010	\$46.240	06/01/2011	\$46.640	08/01/2011	\$46.990
						12/01/2011	\$47.650	06/01/2012	\$47.950	08/01/2012	\$48.300
						12/01/2012	\$49.490				
TUNNEL WORK - COMPRESSED AIR						12/01/2010	\$61.680	06/01/2011	\$62.930	12/01/2011	\$64.180
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)						12/01/2010	\$63.680	06/01/2011	\$64.930	12/01/2011	\$66.180
TUNNEL WORK - FREE AIR						12/01/2010	\$53.750	06/01/2011	\$55.000	12/01/2011	\$56.250
TUNNEL WORK - FREE AIR (HAZ. WASTE)						12/01/2010	\$55.750	06/01/2011	\$57.000	12/01/2011	\$58.250
VAC-HAUL						12/01/2010	\$45.660	06/01/2011	\$46.060	08/01/2011	\$46.410
						12/01/2011	\$47.070	06/01/2012	\$47.370	08/01/2012	\$47.720
						12/01/2012	\$48.750				
WAGON DRILL OPERATOR						12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
WASTE WATER PUMP OPERATOR						12/01/2010	\$60.980				
WATER METER INSTALLER						03/01/2011	\$67.500	09/01/2011	\$68.250	03/01/2012	\$69.050
						09/01/2012	\$70.300	03/01/2013	\$71.550		
Outside Electrical - East											
CABLE TECHNICIAN (Power Zone)						08/30/2010	\$34.050	08/29/2011	\$35.310		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-90

City/Town: NEWTON

Description of Work: Public Lighting and Traffic Signal Repairs, Installations and Betterments

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
CABLEMAN (Underground Ducts & Cables)	08/30/2010	\$44,320	08/29/2011	\$46,110		
DRIVER / GROUNDMAN CDL	08/30/2010	\$39,360	08/29/2011	\$40,830		
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	08/30/2010	\$31,890	08/29/2011	\$33,050		
EQUIPMENT OPERATOR (Class A CDL)	08/30/2010	\$48,320	08/29/2011	\$50,110		
EQUIPMENT OPERATOR (Class B CDL)	08/30/2010	\$41,760	08/29/2011	\$43,340		
GROUNDMAN	08/30/2010	\$31,390	08/29/2011	\$32,550		
GROUNDMAN -Inexperienced (<2000 Hrs.)	08/30/2010	\$26,840	08/29/2011	\$27,790		
JOURNEYMAN LINEMAN	08/30/2010	\$57,510	08/29/2011	\$59,620		
APPRENTICE: LINEMAN (Outside Electrical) - East Local 104						
Ratio Step	1	2	3	4	5	6
1:2 %	60.00	65.00	70.00	75.00	80.00	85.00
						90.00
Apprentice wages shall be no less than the following:						
Step 1534.59/2536.99/3539.65/4542.30/5544.95/6547.61/7550.76						
TELEDATA CABLE SPLICER	07/19/2010	\$32,510	07/18/2011	\$32,900	07/16/2012	\$33,300
TELEDATA LINEMAN/EQUIPMENT OPERATOR	07/19/2010	\$30,960	07/18/2011	\$31,330	07/16/2012	\$31,700
TELEDATA WIREMAN/INSTALLER/TECHNICIAN	07/19/2010	\$30,960	07/18/2011	\$31,330	07/16/2012	\$31,700
TREE TRIMMER	02/01/2009	\$19,010				
This classification applies only to the trimming of branches on and around utility lines.						
TREE TRIMMER GROUNDMAN	02/01/2009	\$17,060				
This classification applies only to the trimming of branches on and around utility lines.						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2011

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

ATTACHMENT A

TRENCH PERMIT



City of Newton

Massachusetts 02459

Engineering Division

Phone (617) 796-1020

FAX (617) 796-1051

Permit Number _____

Date Issued _____

Expiration Date _____

Fee: \$50 x _____ = _____
Trenches Total

TRENCH
Pursuant to G.L.
seq.(as amended)

PERMIT
c. 82A §1 and 520 CMR 7.00 et

THIS PERMIT MUST

CONSIDERATION

BE FULLY COMPLETED PRIOR TO

Name of Applicant			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Excavator (if different from applicant)			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Name of Owner(s) of Property			Phone		Cell	
Street Address						
City/Town	MA	ZIP				
Other Contact		Permit Fee Received No () Yes ()				
Description, location and purpose of proposed trench: Please describe the exact location of the proposed trench and its purpose (include a description of what is (or is intended) to be laid in proposed trench (eg; pipes/cable lines etc..). Please use reverse side if additional space is needed.						
Insurance Certificate #:						
Name and Contact Information of Insurer:						
Policy Expiration Date:						
Dig Safe #:						
Name of Competent Person (as defined by 520 CMR 7.02):						
Massachusetts Hoisting License #						
License Grade:				Expiration Date:		

BY SIGNING THIS FORM, THE APPLICANT, OWNER, AND EXCAVATOR ALL ACKNOWLEDGE AND CERTIFY THAT THEY ARE FAMILIAR WITH, OR, BEFORE COMMENCEMENT OF THE WORK, WILL BECOME FAMILIAR WITH, ALL LAWS AND REGULATIONS APPLICABLE TO WORK PROPOSED, INCLUDING OSHA REGULATIONS, G.L. c. 82A, 520 CMR 7.00 et seq., AND ANY APPLICABLE MUNICIPAL ORDINANCES, BY-LAWS AND REGULATIONS AND THEY COVENANT AND AGREE THAT ALL WORK DONE UNDER THE PERMIT ISSUED FOR SUCH WORK WILL COMPLY THEREWITH IN ALL RESPECTS AND WITH THE CONDITIONS SET FORTH BELOW.

THE UNDERSIGNED OWNER AUTHORIZES THE APPLICANT TO APPLY FOR THE PERMIT AND THE EXCAVATOR TO UNDERTAKE SUCH WORK ON THE PROPERTY OF THE OWNER, AND ALSO, FOR THE DURATION OF CONSTRUCTION, AUTHORIZES PERSONS DULY APPOINTED BY THE MUNICIPALITY TO ENTER UPON THE PROPERTY TO MONITOR AND INSPECT THE WORK FOR CONFORMITY WITH THE CONDITIONS ATTACHED HERETO AND THE LAWS AND REGULATIONS GOVERING SUCH WORK.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO REIMBURSE THE MUNICIPALITY FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY THE MUNICIPALITY IN CONNECTION WITH THIS PERMIT AND THE WORK CONDUCTED THEREUNDER, INCLUDING BUT NOT LIMITED TO ENFORCING THE REQUIREMENTS OF STATE LAW AND CONDITIONS OF THIS PERMIT, INSPECTIONS MADE TO ASSURE COMPLIANCE THEREWITH, AND MEASURES TAKEN BY THE MUNICIPALITY TO PROTECT THE PUBLIC WHERE THE APPLICANT OWNER OR EXCAVATOR HAS FAILED TO COMPLY THEREWITH INCLUDING POLICE DETAILS AND OTHER REMEDIAL MEASURES DEEMED NECESSARY BY THE MUNICIPALITY.

THE UNDERSIGNED APPLICANT, OWNER AND EXCAVATOR AGREE JOINTLY AND SEVERALLY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUNICIPALITY AND ALL OF ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CAUSES OR ACTION, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY INJURY, DEATH, LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY DURING THE WORK CONDUCTED UNDER THIS PERMIT.

APPLICANT SIGNATURE

_____ DATE _____

EXCAVATOR SIGNATURE (IF DIFFERENT)

_____ DATE _____

OWNER’S SIGNATURE (IF DIFFERENT)

_____ DATE: _____

For City/Town use -- Do not write in this section	
PERMIT APPROVED BY	\$ _____ Application Fee
PERMITTING AUTHORITY	
CONDITIONS OF APPROVAL	

CONDITIONS AND REQUIREMENTS PURSUANT TO G.L.C.82A AND 520 CMR 7.00 et seq. (as amended)

By signing the application, the applicant understands and agrees to comply with the following:

- i. No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
- ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
- iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P “Excavations”.
- iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
- v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CMR 1926.650 et.seq., entitled Subpart P “Excavations” as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
- vi. This permit shall be posted in plain view on the site of the trench.

Summary of Excavation and Trench Safety Regulation (520 CMR 14.00 et seq.)

This summary was prepared by the Massachusetts Department of Public Safety pursuant to G.L.c.82A and does not include all requirements of the 520 CMR 14.00. To view the full regulation and G.L.c.82A, go to www.mass.gov/dps Pursuant to M.G.L. c. 82, § 1, the Department of Public Safety, jointly with the Division of Occupational Safety, drafted regulations relative to trench safety. The regulation is codified in section 14.00 of title 520 of the Code of Massachusetts Regulations. The regulation requires all excavators to obtain a permit prior to the excavation of a trench made for a construction-related purpose on public or private land or rights-of-way. All municipalities must establish a local permitting authority for the purpose of issuing permits for trenches within their municipality. Trenches on land owned or controlled by a public (state) agency requires a permit to be issued by that public agency unless otherwise designated.

In addition to the permitting requirements mandated by statute, the trench safety regulations require that all excavators, whether public or private, take specific precautions to protect the general public and prevent unauthorized access to unattended trenches. Accordingly, unattended trenches must be covered, barricaded or backfilled. Covers must be road plates at least ¾” thick or equivalent; barricades must be fences at least 6’ high with no openings greater than 4” between vertical supports; backfilling must be sufficient to eliminate the trench. Alternatively, excavators may choose to attend trenches at all times, for instance by hiring a police detail, security guard or other attendant who will be present during times when the trench will be unattended by the excavator.

The regulations further provide that local permitting authorities, the Department of Public Safety, or the Division of Occupational Safety may order an immediate shutdown of a trench in the event of a death or serious injury; the failure to obtain a permit; or the failure to implement or effectively use adequate protections for the general public. The trench shall remain shutdown until re-inspected and authorized to re-open provided, however, that excavators shall have the right to appeal an immediate shutdown. Permitting authorities are further authorized to suspend or revoke a permit following a hearing. Excavators may also be subject to administrative fines issued by the Department of Public Safety for identified violations.

For additional information please visit the Department of Public Safety’s website at www.mass.gov/dps

Summary of 1926 CFR Subpart P -OSHA Excavation Standard

This is a worker protection standard, and is designed to protect employees who are working inside a trench. This summary was prepared by the Massachusetts Division of Occupational Safety and not OSHA for informational purposes only and does not constitute an official interpretation by OSHA of their regulations, and may not include all aspects of the standard.

For further information or a full copy of the standard go to www.osha.gov.

- **Trench Definition per the OSHA standard:**
 - An excavation made below the surface of the ground, narrow in relation to its length.
 - In general, the depth is greater than the width, but the width of the trench is not greater than fifteen feet.
- **Protective Systems** to prevent soil wall collapse are always required in trenches deeper than 5', and are also required in trenches less than 5' deep when the competent person determines that a hazard exists. Protection options include:
 - Shoring. Shoring must be used in accordance with the OSHA Excavation standard appendices, the equipment manufacturer's tabulated data, or designed by a registered professional engineer.
 - Shielding (Trench Boxes). Trench boxes must be used in accordance with the equipment manufacturer's tabulated data, or a registered professional engineer.
 - Sloping or Benching. In Type C soils (what is most typically encountered) the excavation must extend horizontally 1 ½ feet for every foot of trench depth on both sides, 1 foot for Type B soils, and ¾ foot for Type A soils.
 - A registered professional engineer must design protective systems for all excavations greater than 20' in depth.
- **Ladders** must be used in trenches deeper than 4'.
 - Ladders must be inside the trench with workers at all times, and located within 25' of unobstructed lateral travel for every worker in the trench.
 - Ladders must extend 3' above the top of the trench so workers can safely get onto and off of the ladder.
- **Inspections** of every trench worksite are required:
 - Prior to the start of each shift, and again when there is a change in conditions such as a rainstorm.
 - Inspections must be conducted by the competent person (see below).
- **Competent Person(s) is:**
 - Capable (i.e., trained and knowledgeable) in identifying existing and predictable hazards in the trench, and other working conditions which may pose a hazard to workers, and
 - Authorized by management to take necessary corrective action to eliminate the hazards. Employees must be removed from hazardous areas until the hazard has been corrected.
- **Underground Utilities** must be:
 - Identified prior to opening the excavation (e.g., contact Digsafe).
 - Located by safe and acceptable means while excavating.
 - Protected, supported, or removed once exposed.
- **Spoils** must be kept back a minimum of 2' from the edge of the trench.
- **Surface Encumbrances** creating a hazard must be removed or supported to safeguard employees. Keep heavy equipment and heavy material as far back from the edge of the trench as possible.
- **Stability of Adjacent Structures:**
 - Where the stability of adjacent structures is endangered by creation of the trench, they must be underpinned, braced, or otherwise supported.
 - Sidewalks, pavements, etc. shall not be undermined unless a support system or other method of protection is provided.
- **Protection from water accumulation hazards:**
 - It is not allowable for employees to work in trenches with accumulated water. If water control such as pumping is used to prevent water accumulation, this must be monitored by the competent person.
 - If the trench interrupts natural drainage of surface water, ditches, dikes or other means must be used to prevent this water from entering the excavation.
- **Additional Requirements:**
 - For mobile equipment operated near the edge of the trench, a warning system such as barricades or stop logs must be used.
 - Employees are not permitted to work underneath loads. Operators may not remain in vehicles being loaded unless vehicles are equipped with adequate protection as per 1926.601(b)(6).
 - Employees must wear high-visibility clothing in traffic work zones.
 - Air monitoring must be conducted in trenches deeper than 4' if the potential for a hazardous atmosphere exists. If a hazardous atmosphere is found to exist (e.g., O₂ <19.5% or >23.5%, 20% LEL, specific chemical hazard), adequate protections shall be taken such as ventilation of the space.
 - Walkways are required where employees must cross over the trench. Walkways with guardrails must be provided for crossing over trenches > 6' deep.
 - Employees must be protected from loose rock or soil through protections such as scaling or protective barricades.